

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2021-264-T - ORDER NO. 2021-730

NOVEMBER 24, 2021

IN RE: Application of Bournias, LLC d/b/a All My Sons Moving & Storage for Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier)	ORDER GRANTING CLASS E HOUSEHOLD GOODS MOTOR CARRIER CERTIFICATE
))

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Bournias, LLC d/b/a All My Sons Moving & Storage (hereinafter referred to as “All My Sons” or “Applicant”). By its Application, All My Sons requests a Class E Certificate of Public Convenience and Necessity (CPCN) with authority to render household goods motor carrier services on a statewide basis.

II. FACTS AND PROCEDURAL HISTORY

All My Sons, a limited liability company, filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on August 11, 2021. David Popowski, Esquire, submitted the application on behalf of All My Sons. An Amended Application was filed on October 18, 2021.

By letter dated August 18, 2021, the Clerk’s Office of the Commission instructed All My Sons to publish the Notice of Filing (“Notice”) in newspapers of general circulation in the areas affected by the Application by September 2, 2021. The Notice provided information regarding the nature of the proceeding and advised any person

desiring to participate as a party of record to file a Petition to Intervene on or before September 23, 2021. The Commission required Applicant to provide proof of publication no later than September 23, 2021. On August 27, September 3 and September 9, 2021, All My Sons filed its proofs of publication. All My Sons indicated the Notice was published in *The Greenville News*, *The State*, and *The Post and Courier* within the applicable timeframe. No party intervened in this docket.

The Office of Regulatory Staff (ORS), a party of record pursuant to Section 58-4-10 of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance of C. Lessie Hammonds, Esquire, on August 12, 2021. On October 25, 2021, ORS notified the Commission it did not intend to file testimony in the docket, but it had reviewed the Application and was of the opinion All My Sons would meet the “fit, willing, and able” requirements of S.C. Code Ann. Regs. 103-133 (2012). ORS also stated it would ensure the Applicant complied with all applicable statutes and regulations and any conditions the Commission established before ORS issued the certificate, if approved.

ORS submitted into evidence its letter dated October 25, 2021, regarding its review that the Applicant was fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012). ORS did not prefile direct testimony.

The Commission held the evidentiary hearing virtually on October 26, 2021, at 2:00 p.m. The Honorable Justin T. Williams presided. The Applicant was represented by David Popowski, Esquire. ORS was represented by C. Lessie Hammonds, Esquire, at the hearing. Several exhibits were entered into evidence. The Applicant offered the testimony of Brock

Abbey, Operations Manager of All My Sons. The affidavit¹ of the shipper witness, Nat Wallen, was also entered into evidence by the Applicant. ORS Witness Thomas McGill, Assistant Manager of Safety, Transportation, and Emergency Response with ORS was available to testify. Ultimately, seven (7) hearing exhibits are part of the hearing record before the Commission, including a late-filed amended tariff. After the hearing, All My Sons submitted supplemental documents, including an amended Tariff and Bill of Lading.

III. EVIDENCE OF RECORD

The Application and evidence presented at the hearing established the Applicant is financially sound, as set forth in its Financial Statement, has multiple vehicles² designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance, and has a plan to provide services on a statewide basis. The Applicant offered the testimony of its Operations Manager, Brock Abbey, who testified about his knowledge and experience in the moving industry. He stated the Applicant is owned by AMS Group Holdco, LLC (“AMS Group”), a Delaware limited liability company that owns and operates approximately sixty-nine (69) separate All My Sons entities in twenty-eight (28) states, including five (5) entities in South Carolina, through its subsidiary All My Sons Business Development, LLC. Mr. Abbey noted that Applicant receives inquiries for their services and has had to turn down customer requests for services between points in South Carolina. Mr. Abbey also testified that he was aware of and intended to comply with the Commission’s regulations concerning household goods movers.

¹ Shipper witness Nat Wallen was permitted to present testimony by affidavit pursuant to Order No. 2021-132-H.

² In its Application, the Applicant states that it has twenty-one vehicles for use in its moving business.

The Applicant submitted into evidence the Amended Application, a Bill of Lading, a Proposed Tariff, and twenty-four (24) pictures of its facility and vehicles. An Affidavit of the shipper witness was also submitted. The Affidavit described the need for an additional household goods mover in South Carolina. The evidence before the Commission indicated All My Sons is familiar with the statutes and regulations governing household goods motor carriers operating with a Class E Certificate.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in Section 58-23-1010 of the South Carolina Code of Laws (2015). Under this authority, the Commission can fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). The South Carolina Code of State Regulations (2012) requires:

A Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.

S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to Section 58-23-260 of the South Carolina Code of Laws (2015), ORS, “upon order of the commission, may issue a certificate E for property-carrying vehicles

which will not operate upon any particular route or schedule.” Furthermore, the statutory provisions governing Classes A and C certificates also apply to Class E certificates. § 58-23-280. Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

Id.

Section 58-23-590 establishes:

(A) The commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.

...

(C) The Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, upon order of the commission, if the applicant proves to the commission that:

1. it is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the commission's regulations; and
2. the proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

The commission shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the

public, convenience and necessity must be made by the commission on a case-by-case basis.

S.C. Code of Laws Section 58-23-590 (2015).

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated

therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.

- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133 (1) (2012).

V. DISCUSSION

All My Sons seeks approval to receive a Class E Household Goods Motor Carrier Certificate. ORS performed an inspection of All My Sons and expressed the opinion All My Sons will meet the fit, willing, and able standard the law requires. Furthermore, no person or party notified the Commission of its opposition to certifying All My Sons to operate pursuant to its application. We also note the proposed tariff is reasonable and there is no evidence the rates are discriminatory. Accordingly, the Application of All My Sons to operate pursuant to a Class E Household Goods motor carrier certificate in South Carolina is approved. Based upon the evidence of record, All My Sons has demonstrated it is fit, willing, and able to provide and perform the services which it seeks to provide.

“Fitness” was demonstrated by Mr. Abbey testifying there are no outstanding judgments pending against Applicant and certifying All My Sons is familiar with and will comply with all statutes and regulations governing movers of household goods. Further, Applicant although exempt, is aware of the safety rating.

All My Son's Application also satisfies the "able" requirement. Applicant owns twenty-one (21) vehicles, trucks and box trucks, and has also provided insurance quotes, which indicates All My Sons is aware of the Commission's insurance requirements and associated costs.

Lastly, All My Sons has demonstrated it is "willing" to provide the described moving services by filing the Application. The testimony of Mr. Abbey further demonstrates Applicant's willingness. Mr. Abbey testifies that All My Sons desires to provide this moving service in South Carolina.

Applicant has also met the public convenience and necessity requirement. According to shipper witness Nat Wallen, South Carolina's rapidly growing population and increased real estate sales creates a need for additional qualified movers. Approving the Application of All My Sons will help service the demand for qualified, licensed movers and is in the public interest.

VI. FINDINGS OF FACT

1. All My Sons is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.
2. All My Sons provided a financial statement indicating it is financially fit to carry out the proposed carrier services.
3. The Commission finds there are no outstanding judgments pending against All My Sons.

4. The evidence shows All My Sons possesses twenty-one (21) different trucks in its fleet and has provided an adequate proposal for insurance – both liability and cargo.

5. All My Sons provided a final Proposed Tariff setting forth its hourly rates and a Bill of Lading. We find the tariff and business plans as presented to be appropriate.

6. The Affidavit of shipper witness Nat Waller demonstrated the public convenience and necessity is not currently being served.

7. All My Sons is fit, willing, and able to perform the service it proposes, and the Application should be approved.

8. ORS will ensure that All My Sons meets all appropriate requirements for the issuance of a Class E Household Goods Certificate.

9. The Commission finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commission concludes that All My Sons has demonstrated it is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in S.C. Code Ann. Regs. 103-133(1) (2012)

2. The Commission concludes that All My Sons has shown that public convenience and necessity is not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that All My Sons presented the affidavit of a shipper witness in compliance with S.C. Code Ann. Regs. 103-133(1) (2012).

4. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to All My Sons.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Bournias, LLC d/b/a All My Sons Moving & Storage for a Class E (Household Goods Motor Carrier) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. The Final Tariff and Bill of Lading of All My Sons are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. All My Sons shall file with the Office of Regulatory Staff the proper license fees, proof of liability insurance (Form E), and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-423 through 38-427, if applicable, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with the filing of information as required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and the applicable Regulations for Motor Carriers, a Certificate shall be issued by ORS to All My Sons authorizing the motor carrier services granted herein.

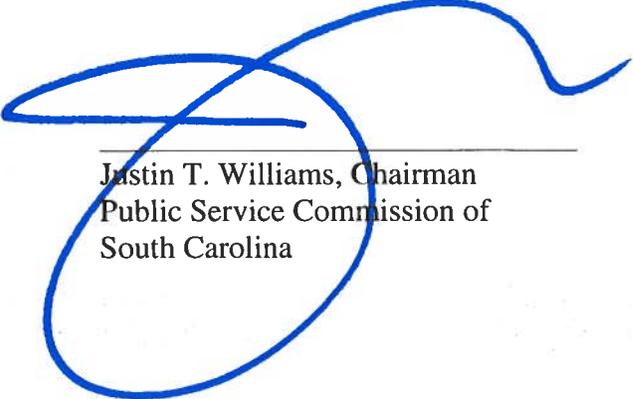
5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of All My Sons to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety (90) days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Should All My Sons fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of All My Sons to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

AMS TARIFF NO. 1

Bournias, LLC dba All My Sons Moving & Storage

**JOINT AND LOCAL RATES
APPLYING ON**

HOUSEHOLD GOODS

**TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF**

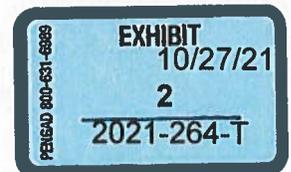
EFFECTIVE DATE:

ISSUED BY:

Bournias, LLC dba All My Sons Moving & Storage

ACCEPTED FOR PROCESSING - 2021 November 1 12:17 PM - SCPSC - 2021-264-T - Page 1 of 8
ELECTRONICALLY FILED - 2021 October 27 12:30 PM - SCPSC - Docket # 2021-264-T - Page 2 of 9

LATE-FILED



Bournias, LLC dba All My Sons Moving & Storage

I. Packing/Moving/Labor Rates:

A. October 1 through March 15 (Off-Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

1. \$50 charge per additional man
2. \$50 charge per additional van.
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves with an origin and/or destination within 0-50 miles from the Charlotte, NC office / warehouse
6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g., 150 miles traveled/50 = 3 x \$129 (off peak Tues-Thurs van + 2 men) = round trip travel charge of \$387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$5.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50		

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations

A. Claims

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons of Charlotte South, LLC must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

1. All My Sons of Charlotte South, LLC rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V.
2. All My Sons of Charlotte South, LLC reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

C. Governing Authorities

1. All My Sons of Charlotte South, LLC rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons of Charlotte South, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons of Charlotte South, LLC will not accept responsibility for safe delivery of such articles if they come into All My Sons of Charlotte South, LLC's possession with or without All My Sons of Charlotte South, LLC's knowledge.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of All My Sons of Charlotte South, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons of Charlotte South, LLC's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as

outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee: _____ Date: _____



Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated for the event of a claim* as we did not pack these items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** _____
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** _____
6. **Firearms/Chemicals:** *We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:** _____
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** _____
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** _____

9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article**. Initial: _____

Customer Signature: _____ **Date:** _____

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

SECTION 1: The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

(a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

(b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND BOURNIAS, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN YORK COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. *When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

Option 1 I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

Option 2 I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

Option 3 I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.

NAME OF SHIPPER, OWNER OR CONSIGNEE

DATE

SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE